



West Yorkshire  
Fire & Rescue Service

# Day Crewing Close Call Duty System Policy (Grey Book)

HRPOL011A

## OFFICIAL

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## Reviewers

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# **1 Day Crewing Close Call Duty System Policy**

## **1.1 Introduction**

Day Crewing Close Call (DCCC) is a duty system where staff members work a combination of positive and standby hours over a 24 hour period. Positive hours are worked on the fire station or appliance (Day Crewing (DC)) and standby hours are worked from a location very close to the fire station (Close Call CC)). This arrangement of positive and standby hours enables staff members to provide an immediate response to an incident call.

A single contract for staff members working DCCC will encompass both the positive and standby elements of this duty system.

No existing staff member will be forced to work on the DCCC duty system. When vacancies exist volunteers will be required to enter a selection process, if required, to appoint the most suitable candidate.

## **1.2 DCCC Duty System**

The DCCC duty system is currently operated at 3 fire stations, South Kirkby, Normanton and Castleford. These are all located within the Wakefield District and operate collectively (cluster) to support each other to maintain staffing/attribute levels as per the staffing policy, i.e. any shortfall in staffing/attribute levels at any of the DCCC stations will, in the first instance, be covered by any available staff members working the DCCC system from any of the 3 stations.

Detached duty (DD) and Pre-arranged Detached Duty (PADD) allowances will not be payable in these circumstances with the exception of any additional travelling expenses incurred which can be claimed as per the additional travelling expenses policy.

## **1.3 Hours of Work**

An individual shift is 24 hours in duration which is split into positive and standby as shown below:

- Monday – Friday
  - Positive hours are from 08.00 - 19.00 (11 hours)
  - Standby hours are from 19.00 - 08.00 (13 hours)
- Saturday – Sunday
  - Positive hours are from 08.00 - 17.00 (9 hours)
  - Standby hours are from 17.00 - 08.00 (15 hours)

DCCC staff members who are required to attend an incident or training course during standby hours will accrue the equivalent hours as positive hours. The equivalent positive hours accrued can then be taken as standby hours on positive hours e.g. the relevant line manager will assess the amount of positive and standby hours, as per the operational activity, of the DCCC crew and can adjust the start and finish times for positive and standby hours for the following duty shift.

In certain circumstances, e.g. attending an incident during the standby hours for an extended and prolonged period, or multiple incidents, there is no expectation to attend the following positive hour's duty shift. This is for welfare reasons to allow sufficient rest, recuperation and welfare, i.e. this can be taken as standby hours, standby hours for life risk incidents only or a period taken as time off (off duty). However,

in such instance's approval will be required from the 1<sup>st</sup> Call Duty Officer when requesting and undertaking standby hours for life risk incidents only or booking off duty.

Control must be informed of any changes to positive and standby hours. In addition, if this impacts on any planned training course or Pre-Arranged Detached Duties (PADD)/Detached Duties (DD), the relevant departments and stations must be informed as soon as practicable.

Staff members who volunteer to work the DCCC duty system are required to opt out of the Working Time Regulations 1998. For further information see The Working Time Regulations HRNFG020. A copy of the Individual Voluntary Agreement is shown in Appendix 1 - The Working Time Regulations 1998. This will need completing by all DC staff members and then submitted to Human Resources Department at Fire Service Headquarters (FSHQ) for placement on the staff members personal reference file.

#### **1.4 Family Friendly**

Access for visitors and families during standby hours is permitted in the provided CC accommodation; however, this must be undertaken in accordance with the criteria set out in Appendix 2 – Housing Agreement.

#### **1.5 Payment**

Payments for working the DCCC duty system are shown below:

- Basic salary (Pensionable)
- 5% of basic salary as a Duty System Allowance (DSA) for providing standby cover (Pensionable)
- 22% of basic salary as a DSA for the CC element. This covers 5% day cover to compensate for the extra 3.5 hours per week worked than normal and 17% for the standby cover at night to compensate for disturbance allowance and turnout fees (Pensionable)
- 2% of basic salary as DSA for flexible working (Pensionable)

#### **1.6 Overtime**

DCCC staff members that cover a DCCC absence on overtime (OT) will be paid 15 hours at the overtime rate for completing the full 24 hour duty shift. If on the rare occasion that this is split between the positive and standby hours then 11 hours will be paid for the positive hours at the overtime rate and 4 hours will be paid for the standby hours at the overtime rate (applied the same for weekend OT cover).

<b>Requirement</b>	<b>Total Hours</b>	<b>Payment (at appropriate rate)</b>
Positive and standby	24 hours	15 hours
Positive	11 hours	11 hours
Standby	13 hours	4 hours

## **1.7 Leave**

The leave entitlement for staff members working on the DCCC duty system will be as per the Leave Policy. Leave will also be managed as per the Leave Policy, so to facilitate the maintenance of staffing/attribute levels as per the Staffing Policy.

## **1.8 Training Courses**

One day training courses will be classed as a 24-hour period; therefore, DCCC staff members undertaking a single day training course will be released from duty at the DC station at 08.00 hours on the day of the course for a full 24-hour period. If the DCCC staff member is scheduled to work day duties the following day, after the course, these duties will commence at 08.00 hours. This principle can be applied for courses of longer durations.

## **1.9 Training Courses/Seminars/Crew Based Assessments**

To minimise the impact of DCCC staffing levels, where possible, DCCC staff members self-nominating for courses/seminars/assessments and/or Training Centre nominations should be booked on the first day duty shift. When this is not possible the DCCC staff member and/or Training Centre must liaise with ERT to arrange and agree the most suitable training date.

When these are undertaken away from the DCCC station e.g. at FSHQ, off-site etc. consideration must be given to the start and finish times of the course/seminar/assessment and DCCC working times, travel times/distances and activity undertaken.

The DC crew should be back at their home DC station and available for incident call from 19.00 hrs wherever possible. However, following consultation with and approval from the 1<sup>st</sup> Call Duty Officer, the DC staff members may be allowed to be available in standby hours from 19.00 hrs for life risk incidents only or a period taken as time off (off duty) to allow rest and recuperation.

## **1.10 Absence Cover**

DCCC Crew and Watch Managers are responsible for maintaining staffing/attribute levels for their watch/station/cluster as per WYFRS Staffing Policy. Therefore, approving leave and training course attendances will only be permitted if these staffing/attribute levels on the DCCC watch/station/cluster can be maintained. In exceptional circumstance the use of PADD/DD from other stations not in the cluster and/or overtime may be authorised to cover planned essential training courses but this will be at the discretion of the Employee Resources Team (ERT).

The methodology used to cover unplanned and short notice absences that result in below the minimum staffing/attribute level is as per WYFRS Staffing Policy.

## **1.11 Termination of DCCC Contract**

Where staff members can no longer meet their contractual obligation, the DCCC contract will be terminated and applicable allowances will cease to be payable. Appropriate notice will be given and the staff member will be redeployed to a suitable and alternative duty system. The staff member has the right to appeal against this using the grievance procedure.

Termination of the DCCC contract may be as a result of discipline, performance or attendance issues and further guidance can be found in the related policies.

- HRPOL035 Discipline Procedure
- ESPOL039 Performance Improvement Policy
- OHS-POL-25 Attendance and Absence Policy

### **1.12 Transfers and Promotions**

DCCC staff members who voluntarily accept a permanent or temporary transfer or promotion, away from the DCCC duty system, will no longer be eligible for the associated allowances from the date of the transfer or promotion.

### **1.13 Pre-Arranged Detached Duties/Detached Duties**

To maintain and support staffing/attribute levels at other fire stations (not in the DCCC cluster), DCCC staff members, when appropriate, may be utilised for DD/PADD and associated allowances will be payable. However, this should be on day shifts only and when all other reasonable practical options have been exhausted. If DCCC staff members are used then consideration must be given to the amount of positive and standby hours worked so appropriate measures can be taken to ensure adequate welfare and rest.

### **1.14 Changes to PADD/DD and Training Courses**

Any changes to planned PADD/DD and/or training course attendance as a result of prior operational activity in the standby hours (as per 1.3 above) must be communicated to the relevant station/ departments. This is required so that any necessary alternative arrangements can be made e.g. an alternative DD organised etc.

If staffing/attribute levels are not affected the DCCC staff member who is undertaking a PADD/DD or training course following standby hours (i.e. night before) may be released from duty at 12 midnight. This is to facilitate attendance without disturbance by operational activity.

## 2 Appendix 1 – The Working Time Regulations 1998

### 2.1 Individual Voluntary Agreement ([HRFRM201](#))

#### THE WORKING TIME REGULATIONS 1998 INDIVIDUAL VOLUNTARY AGREEMENT West Yorkshire Fire & Rescue Service

In accordance with the provisions of the Working Time Regulations 1998 I confirm that I,

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have agreed with my employer, West Yorkshire Fire & Rescue Service that the Regulations shall not apply in my case.

I understand that I am not under any obligation to work in excess of an average of more than forty-eight (48) hours, including overtime, over a period of 17 weeks. This Agreement by me is therefore purely voluntary and it means that:-

- i. My working hours will not be limited to an average of forty-eight (48) hours over a 17 week period;
- ii. I may withdraw from this Agreement at any time upon giving my employer a minimum of twelve (12) weeks' notice to that effect;
- iii. My employer is also entitled to bring this Agreement to an end by giving me a minimum of twelve (12) weeks' notice to that effect.
- iv. In line with the Authority's Health & Safety Policy regular reviews will be held. Should a review result, deem me unable to work over 48 hours, this agreement will be terminated immediately and management will consult with me on an individual basis regarding working hours and patterns.
- v. The effective date of commencement of this Agreement will be \_\_\_\_\_
- vi. Any subsequent agreement as agreed on an Authority Wide basis will override this Agreement.

I confirm my agreement to the above terms and acknowledge that I have received a copy of this document for my personal information and records.

Signature \_\_\_\_\_ Date \_\_\_\_\_



### 3 Appendix 2 – Housing Agreement

#### West Yorkshire Fire & Rescue Authority Day Crewing (Close Call) Housing Agreement

DATED

#### **Parties**

- 1.1. West Yorkshire Fire and Rescue Authority , Oakroyd Hall, Bradford Road, Birkenshaw, West Yorkshire. BD11 2DY.
- 1.2. ....

#### **Definitions :-**

- 1.3. “The Authority” means West Yorkshire Fire & Rescue Authority.
- 1.4. “The Employee” means the person specified in Clause 1.2. above.
- 1.5. “The Premises” means:  
  
A single room with bathroom for sleeping, and associated communal cooking, washing and living at the land and buildings owned or leased by the Authority for use by such of its employees who are contracted to undertake Standby Duties at Day Crewing (Close Call) Fire Stations in West Yorkshire, and  
  
which are at the premises which are the geographically closest to the Day Crewing (Close Call) Fire Station to which the Employee is assigned by the Authority to undertake the Standby Duties for the time being.
- 1.6. “The Commencement Date” means the date upon which the Employee commences their contract of employment to undertake Standby Duties.
- 1.7. “Standby Duties” means duties which involve the Employee being available and on call to attend, within a very short time, at the Day Crewing (Close Call) Fire Station to which they are assigned, in response to a call to attend an emergency incident in performance of their contract of employment for Standby duties.
- 1.8. “The Term” means the term commencing on and from the Commencement Date and continuing until the Agreement is terminated pursuant to Clause 6.
- 1.9. “The Purposes” means for the purpose of sleeping, eating, relaxing and other ancillary purposes in respect of use of the Premises as residential living accommodation.
- 1.10. “The Permitted Hours” means the hours during which the Employee is contracted to be available to respond to emergency calls under their contract of employment for Standby Duties.

1.11. "The Day Crewing (Close Call) Fire Station" means the fire stations in West Yorkshire which the Authority has designated as operating the 'Day Crewing (Close Call) duty system.

## 2. Background

- 2.1. The Authority is the Fire and Rescue Authority for the county of West Yorkshire.
- 2.2. The Authority, pursuant to its Integrated Risk Management Plan, operates various Day Crewing (Close Call) Fire Stations. The Authority staffs fire engines at these locations on the basis of arrangements which include Standby Duties for the Employee to attend for duty at the Day Crewing (Close Call ) Fire Station within the response time specified.
- 2.3. In consequence of the requirement specified in paragraph 2.2, and at the request of the Employee, the Authority has agreed to the Employee using the Premises on the terms set out below.

## 3. Agreement

The Authority grants to the Employee, permission in the nature of a non-exclusive licence to use the Premises for the Purposes during the Permitted Hours for the Term. In this case the permitted hours are during official standby periods.

## 4. Authority Obligations

The Authority agrees and undertakes with the Employee:-

- (a) To be responsible for maintaining the Premises in good repair.
- (b) To be responsible for payment of all rates and utility charges in respect of the Premises.
- (c) To provide for television and access to WiFi in each single room allocated for use by an individual.

## 5. Employee Obligations

The Employee agrees and undertakes with the Authority:-

- (a) Not to use the whole or any part of the Premises for any purpose other than the Purposes for which it is agreed in this document.
- (b) To keep the Premises in a clean and tidy condition.
- (c) To remove bedding and personal belongings at the end of a period of duty from the room. And not to store any personal effects outside the shifts they are actually in use. A secure repository will be supplied for personal belongings. The size and nature of this repository will depend on the space and available in the accommodation.
- (d) To notify the Authority of any damage to the Premises of which the Employee becomes aware.
- (e) To be responsible for any damage or loss to the Premises caused by the Employee or their guests.
- (f) To carry out the reasonable instructions of the Authority in respect of the use of the Premises.

- (g) Not to carry out any alterations or additions to the Premises.
- (h) To leave the Premises at the expiry of the Term and to remove all personal and other items belonging to the Employee at the expiry of the Term.
- (i) Not to cause any nuisance, annoyance or disturbance to other employees of the Authority who may from time to time also be granted permission to use the Premises.
- (j) Not to cause or permit any persons other than other licensees of the Premises to enter upon or remain upon the premises without the prior consent of the Authority.
- (k) To ensure that minors are accompanied at all times by a responsible adult.
- (l) To ensure that visitors (in the context of the agreement) remain within designated areas at all times and do not access parts of the premises or site that are unauthorised. To this end the responsibility for the welfare of visitors is with the employee.
- (m) To ensure that neither the employee nor their guests cause any nuisance or annoyance to any neighbours.
- (n) Not to consume alcohol, illegal drugs or carryout any illegal activities.
- (o) Not to allow pets or other animals onto the premises. (Unless they are used to assist a disabled person for example a guide dog).
- (p) To abide by the Authorities policy regarding the use of information technology.
- (q) Not to use the premises for any purposes that do not relate to the primary employment as a Firefighter.
- (r) To accept that the particular room allocated by the authority for use by the employee may be changed on 24 hours' notice and to co-operate with any such re-allocation.

## 6. Termination

This agreement shall terminate :-

- (a) Automatically upon termination (for whatever reason) of the Employee's Contract of Employment for Standby Duties, or
- (b) Upon the expiry of at least one week's written notice, given by one party to the other party, to terminate this agreement, such notice to expire at any time, or
- (c) Immediately upon notice to the Employee, in the event that the Authority (in its absolute discretion) considers that the Employee is in significant breach of their obligations under Clause 6 of this agreement.

## General

- 7. This agreement is personal to the Employee, and as such is not capable of assignment to any other person.
- 8. The parties agree that this agreement does not constitute a tenancy and is not intended to confer any security of tenure upon the Employee.

9. The parties agree that the accommodation is provided at no cost to the employee.
10. The parties agree that this agreement does not constitute, and is not intended to constitute, a secure tenancy as defined in the Housing Act 1985, and in particular the Parties agree that the grounds set out in Schedule 1, paragraph (3) to the 1985 Act are satisfied as follows :-
- 10.1 The Employee's Contract of Employment for Standby Duties requires them to live in close proximity to the fire station at which they are to undertake their Standby Duties during the Permitted Hours, and
- 10.2 The Authority has granted permission through this agreement to the Employee to use the Premises during the Permitted Hours in consequence of that requirement.

AS WITNESS the hands of the parties :-

SIGNED by \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of the Authority

SIGNED by \_\_\_\_\_

\_\_\_\_\_  
The Employee